

## **EXHIBIT B**

**ASSIGNMENT OF LEASES AND RENTS**

This Assignment of Leases and Rents (this "Assignment") is entered into as of November 28, 2006 between **GMPA TRUST**, a Delaware Trust ("Assignor"), and **CARDINAL COURT, LLC**, a Florida limited liability company ("Assignee").

**AGREEMENT:**

For valuable consideration, whose receipt and sufficiency are acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor does hereby BARGAIN, SELL, ASSIGN, and DELIVER absolutely all of Assignor's interest in the Lease between CIRCUIT CITY STORES, INC., as Tenant and CENTRES VENTURES MADISON EAST, LTD. as Landlord dated October 18, 1995, as amended by Amendment to Lease dated January 4, 2002 (the "Lease"), demising the land more particularly described in Exhibit A attached hereto and the improvements located thereon. TO HAVE AND TO HOLD the Lease unto Assignee, its successors, and assigns forever, and Assignor does hereby bind itself, its successors and assigns to forever WARRANT and DEFEND the title to the Lease unto Assignee against any person whomsoever lawfully claiming or to claim the same or any part thereof.

2. **Assumption.** Subject to Section 3 below, Assignee hereby assumes all of Assignor's liabilities and obligations under the Lease arising after the date hereof and agrees to perform and observe all of the covenants and conditions therein, which are performable thereunder by Assignor.

3. **Release.** Except for warranties set forth in Section 10 of the AGREEMENT OF SALE AND PURCHASE entered into by and between Assignor and Assignee, Assignee hereby releases and forever discharges Assignor, its employees and agents from any claims, demands, actions, causes of action, costs, expenses, and liabilities whatsoever arising under the Lease.

4. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns.

5. **Governing Law.** This Assignment shall be governed by the laws of the State of Wisconsin.

6. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

Executed as of the date first written above.

GMPA TRUST, a Delaware Trust  
By its Trustees

GROTON CIRCUIT MANAGEMENT CORP.

By: Nancy Z. Waddell  
Its President

NEWPORT CIRCUIT MANAGEMENT  
CORP.

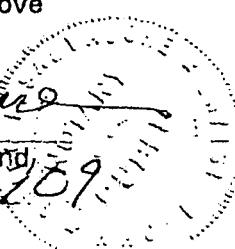
By: Nancy Z. Waddell  
Its President

STATE OF RHODE ISLAND  
COUNTY OF NEWPORT

THIS IS TO CERTIFY that on this day of November, 2006, before me, the undersigned, a notary public for the State of Rhode Island, duly commissioned and sworn as such, personally appeared NANCY Z. WADDELL, known to me to be the President of Groton Circuit Management Corp. and Newport Circuit Management Corp., described in the foregoing instrument, and she acknowledged to me that she executed the foregoing instrument on behalf of GMPA TRUST freely and voluntarily for the uses and purposes therein mentioned by authority of said corporations.

WITNESS my hand and official seal the day and year last hereinabove written.

Linda R. Palender  
Notary Public, State of Rhode Island  
My Commission Expires: 7/26/09



**TENANT ESTOPPEL CERTIFICATE**

November 11, 2006

CARDINAL COURT, LLC  
2125 West Washington Street  
West Bend, Wisconsin 53095

**Re: Lease:** Lease dated October 18, 1995, and Amendment to Lease between Circuit City Stores, Inc. as tenant, and Centres Ventures Madison East, Ltd. as landlord

**Landlord:** GMPA Trust, a Delaware trust, as successor-in-interest to Centres Ventures Madison East, Ltd. by virtue of that certain Assignment and Assumption of Lease dated as of the 20th day of May, 1996 by and between Centres Ventures Madison East, Ltd., a Florida limited partnership and GMPA Trust.

**Tenant:** Circuit City Stores, Inc., a Virginia corporation

**Premises:** Building and related improvements located at 2301 East Springs Drive in Madison, Dane County, Wisconsin.

Gentlemen:

We are the Tenant under the Lease. We give you this certificate to permit you to rely on it as conclusive evidence of the matters stated below. We warrant and represent to you as follows:

1. Attached hereto is a true, correct and complete copy of the Lease, including all assignments, amendments, supplements and modifications thereto, if any. Except as shown on Exhibit "A" attached hereto, the Lease has not been otherwise assigned, amended, supplemented or modified as of the date hereof and is the only lease between the Tenant and the Landlord affecting the Premises.
2. Summary of Lease Terms:

Commencement Date: May 3, 1996.

Expiration Date: January 31, 2017, followed by renewal terms set forth in the Lease.

Security Deposit: None.

Prepaid Rental for and in the Amount of: None.

Fixed Minimum Rent:      1-10 Annual \$422,188.00  
                                11-15 Increase by the lesser of 10% or 2x CP1  
                                16-20 Increase by the lesser of 5% or 2x CP1

3. The Lease is in full force and effect and is binding and enforceable against us in accordance with its full terms. Neither ourselves, as Tenant, nor to Tenant's actual knowledge, the Landlord, is in default under the terms and conditions of the Lease, and we do not know of any existing facts or circumstances which, with or without the giving of notice or the passage of time, or both, would constitute a default or an event of default by either ourselves, as Tenant, or the Landlord or otherwise constitute a violation of any term or condition of the Lease.
4. We hereby acknowledge that the Landlord will be assigning to you its rights under the Lease, including without limitation, the right to receive rents.
5. The person signing the letter on behalf of Tenant is a duly authorized agent of Tenant.
6. In the event of conflict between the terms set forth herein and the terms of the Lease, the terms of the Lease shall govern.

We understand that you will rely on the certification set forth above, and all such certifications shall inure to the benefit of your successors and assigns, and shall be binding upon the undersigned, and its successors, heirs, legal representatives and assigns.

Sincerely,

TENANT:

CIRCUIT CITY STORES, INC., a Virginia  
corporation

By:

John B. Mulready  
Its: Vice President Real Estate and  
Construction

**EXHIBIT "A"**

1. Attached Lease between Circuit City Stores, Inc. and Centres Ventures Madison East, Ltd;
2. Attached Subordination Non-disturbance and Attornment Agreement dated October 12, 1995;
3. Attached Memorandum of Lease dated October 12, 1995; and
4. Amendment to Lease.

Assignment + Assumption of  
Lease

Document Number

Title of Document

DANE COUNTY  
REGISTER OF DEEDS

Doc. No 2766688

1996-05-30	04:06 PM
Trans. Fee	0.00
Rec. Fee	22.00
Pages	7

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Record this document with the Register of Deeds

Name and return address

Permit No. \_\_\_\_\_

7/22



ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment"), dated as of the 29<sup>th</sup> day of May, 1996, by and between CENTRES VENTURES MADISON EAST, LTD., a Florida limited partnership, having an address at 3315 North 124th Street, Suite E, Brookfield, Wisconsin 53005 ("Assignor"), and GMPA TRUST, a Delaware business trust, having an address at c/o CSC Network/Prentice Hall Legal and Financial Services, 1013 Scenario Road, Wilmington, Delaware 19805 ("Assignee").

WITNESSETH: V33033P 60

WHEREAS, Assignor has this day sold and conveyed to Assignee the real property more particularly described in Exhibit "A" annexed hereto and made a part hereof (the "Premises").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest, as landlord in, to and under that certain lease dated October 18, 1995, by and between Assignor as landlord and Circuit City Stores, Inc., as tenant (the "Lease") to the extent accruing on and after the date hereof.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, from and after the date hereof, subject to the terms, covenants, conditions and provisions of the Lease.

ASSIGNEE HEREBY ACCEPTS the foregoing assignment and assumes and agrees to perform all of the obligations of Assignor under the Lease arising from and after the date hereof; and

ASSIGNEE FURTHER AGREES to defend and indemnify Assignor and any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary or other person or entity affiliated with Assignor (collectively, "Assignor's Affiliates") against, and to hold Assignor and Assignor's Affiliates harmless from, any and all claims, demands, causes of action, losses, damages, liabilities, and costs and expenses (including, without limitation, attorney's fees and disbursements), whether foreseen or unforeseen, asserted against or incurred by Assignor or any of Assignor's Affiliates in connection with or arising out of acts or omissions of Assignee or its directors, officers, employees, affiliates, partners, brokers, agents, contractors, consultants and/or representatives, relating to the Lease, but only to the extent arising on or after the date hereof.

RUBINSTEIN/DBA#7216597612/0112761.W7  
May 21, 1996

22 MA 590719

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ASSIGNOR AGREES to defend and indemnify Assignee and any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary or other person or entity affiliated with Assignee (collectively, "Assignee's Affiliates") against, and to hold Assignee and Assignee's Affiliates harmless from, any and all claims, demands, causes of action, losses, damages, liabilities, and costs and expenses (including, without limitation, attorney's fees and disbursements), whether foreseen or unforeseen, asserted against or incurred by Assignee or any of Assignee's Affiliates in connection with or arising out of acts or omissions of Assignor or its directors, officers, employees, affiliates, partners, brokers, agents, contractors, consultants and/or representatives, relating to the Lease, but only to the extent arising prior to the date hereof.

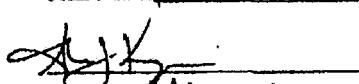
Each party represents and warrants to the other that it has full legal power and authority to execute and deliver this Assignment and Assumption Agreement and to consummate the transactions contemplated hereby.

This Assignment may be executed in counterparts, all of which, taken together, shall be and constitute one original.

IN WITNESS WHEREOF, this Assignment and Assumption of Lease has been executed on the date and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Print Name: JUXAY M. TIONG

  
Print Name: Alan Koen

SELLER:

CENTRES VENTURES MADISON EAST,  
LTD., a Florida limited partnership

By: Centres Ventures Madison East,  
Inc., a Florida corporation, its  
general partner

  
By: Kenneth B. Karl  
Kenneth B. Karl, President

- SIGNATURES CONTINUE ON NEXT PAGE -

PURCHASER: V33033 P-62

GMPA TRUST, a Delaware business  
trust

By: Groton Circuit Management Corporation,  
a Delaware corporation, its trustee

By: Timothy More  
Timothy T. More, President

Stephen D. Zabago  
Print Name: Stephen D. Zabago

Michelle A. Sees  
Print Name: Michelle A. Sees

Stephen D. Zabago  
Print Name: Stephen D. Zabago

Michelle A. Sees  
Print Name: Michelle A. Sees

Stephen D. Zabago  
Print Name: Stephen D. Zabago

Michelle A. Sees  
Print Name: Michelle A. Sees

Stephen D. Zabago  
Print Name: Stephen D. Zabago

Michelle A. Sees  
Print Name: Michelle A. Sees

By: Alfred S. Lombardi  
Alfred S. Lombardi, Secretary

By: Timothy More  
Timothy T. More, President

By: Alfred S. Lombardi  
Alfred S. Lombardi, Secretary

RUBIN/YS/H-DMSV72169076120118703.WT

May 21, 1996

ACKNOWLEDGEMENT

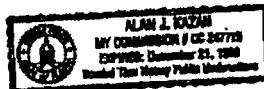
STATE OF FLORIDA )  
COUNTY OF DADE ) SS  
                    )

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On this 24 day of May, 1996, before me, the undersigned, a Notary Public in and for said State personally appeared Kenneth B. Karl, to me personally known, who being by me duly sworn, did say that the person is the President of Centres Ventures Madison East, Inc., the General Partner of Centres Ventures Madison East, Ltd., a Florida limited partnership, executing the foregoing instrument; that said instrument was signed on behalf of the corporation as General Partner of Centres Ventures Madison East, Ltd., a Florida limited partnership, by authority of the corporation's Board of Directors; and that Kenneth B. Karl, as that officer, acknowledges execution of the instrument to be the voluntary act and deed of the corporation and limited partnership, by it and by the officer voluntarily executed.

ALAN J. KAZAN  
Notary Public, State of Florida

Notary Seal:



ASSIGNEE'S ACKNOWLEDGEMENT

STATE OF Rhode Island)  
COUNTY OF Providence)

SS V33033 P 64

On this 24 day of May, 1996, before me, the undersigned, a Notary Public in and for the State of Rhode Island, personally appeared Timothy T. More and Affred S. Lombardi, to me known, who being by me duly sworn, did say that they are the President and Secretary of Groton Circuit Management Corporation, a Delaware corporation, a trustee of GMPA Trust, a Delaware business trust; that said instrument was signed on behalf of the corporation as trustee of GMPA Trust, a Delaware business trust by authority of the corporation's Board of Directors; and that they, as those officers, acknowledged execution of the instrument to be the voluntary act and deed of the corporation and business trust, by it and by the officers voluntarily executed.

Mary L. Lamarone  
Notary Public in and for the State of Rhode Island  
MARY L. LAMARONE, Notary Public  
Notary Seal: State of Rhode Island and Providence Plantations  
My Commission Expires 7-17-97

STATE OF Rhode Island)  
COUNTY OF Providence)

On this 24 day of May, 1996, before me, the undersigned, a Notary Public in and for the State of Rhode Island personally appeared Timothy T. More and Affred S. Lombardi, to me known, who being by me duly sworn, did say that they are the President and Secretary of Newport Circuit Management Corporation, a Delaware corporation, a trustee of GMPA Trust, a Delaware business trust; that said instrument was signed on behalf of the corporation as trustee of GMPA Trust, a Delaware business trust by authority of the corporation's Board of Directors; and that they, as those officers, acknowledged execution of the instrument to be the voluntary act and deed of the corporation and business trust, by it and by the officers voluntarily executed.

Mary L. Lamarone  
Notary Public in and for the State of Rhode Island  
MARY L. LAMARONE, Notary Public  
Notary Seal: State of Rhode Island and Providence Plantations  
My Commission Expires 7-17-97

LEGIBILITY  
IMPAIRED

EXHIBIT A

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That part of Lot Four (4), Certified Survey map No. 7472, recorded in the office of the Register of Deeds for Dane County, Wisconsin, on June 9, 1994, in Volume 38 of Certified Survey Maps, pages 268-271, as Document No. 2608355, being a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4, the Northwest 1/4 and Southwest 1/4 of the Southeast 1/4, the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 27, Township 8 North, Range 10 East, in the City of Madison, Dane County, Wisconsin, bounded and described as follows:

Beginning at the Southwesterly corner of said Lot 4; thence North 46°10'20" West along the West line of said Lot 4 aforesaid 260.00 feet to a point; thence North 43°49'40" East 80.15 feet to a point, thence North 50°05'35" East 436.46 feet to a point; thence North 62°49'38" East 235.00 feet to a point on the East line of said Lot 4; thence Southwesterly 354.41 feet along said East line and the arc of a curve whose center lies to the Southwest, whose radius is 11299.20 feet and whose chord bears South 17°38'00" East 354.40 feet to a point, thence South 62°49'38" West 539.00 feet to a point; thence South 43°49'40" West 57.25 feet to the point of beginning.

Parcel No 60-0810-271-M03-2

Return to:

Timothy T. More, Esq.  
EDWARDS & Angell  
2700 Hospital Trust Tower  
Providence, RI 02903